

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

08-11-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

09-18-2000



101458633

**CORDATION FORM COVER SHEET
TRADEMARKS ONLY**

8.11.00

Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID #
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger** ☐ **Effective Date**
Month Day Year
 05/15/00
- ☐ **Change of Name**
- ☒ **Other** Termination of Patent and Trademark Security Agreement

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bank of America, N.A.

05/15/00

Formerly Bank of America National Trust and Savings Association

75462393

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☒ **Other** National Banking Association
- ☐ **Citizenship/State of Incorporation/Organization**

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Bay Group International, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1000 Fourth Street, Suite 400

Address (line 2)

Address (line 3) San Rafael

California

94901

City

State/Country

Zip Code

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership**
- ☒ **Corporation** ☐ **Association**
- ☐ **Other**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- ☒ **Citizenship/State of Incorporation/Organization** California

FOR OFFICE USE ONLY

09/15/2000 DNGUYEN 00000296 75462393

01 FC:481
02 FC:482

40.00 OP
525.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002138 FRAME: 0077

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (415) 434-1600

Name

Alison B. Shames, Esq.

Address (line 1)

Howard, Rice, Nemerovski, Canady, Falk & Rabkin

Address (line 2)

Three Embarcadero Center, 7th Floor

Address (line 3)

San Francisco, California 94111

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/462,393

75/462,394

75/462,395

1,939,386

1,963,918

1,565,292

75/462,729

75/462,730

75/462,731

1,567,706

1,748,928

1,743,639

75/462,732

75/462,733

75/462,734

1,729,256

1,729,257

Number of Properties

Enter the total number of properties involved.

#

22

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

565.00

Method of Payment:

Enclosed



Deposit Account



Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

08-2792

Authorization to charge additional fees:

Yes



No



Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alison B. Shames

Alison B. Shames

8/9/06

Name of Person Signing

Signature

Date Signed



RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

08-11-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #26

FORM PTO-1618C
Expires 08/30/99
OMB 0851-0027

TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/462,735	75/462,736	75/462,737
75/462,738	75/462,739	

TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

This Termination of Patent and Trademark Security Agreement (this "Termination"), dated as of May 15, 2000, is executed by Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association), as agent for itself and the Lenders referred to below (in such capacity, the "Agent"), in favor of Bay Group International, Inc., a California corporation (the "Grantor").

RECITALS

WHEREAS, Enterprise Profit Solutions Corporation (the "Company"), EPS Solutions Corporation (f/k/a ProfitSource Corporation), the Grantor and certain other affiliates of the Company as additional Loan Parties, certain lending institutions as lenders (the "Lenders") and the Agent are parties to a Credit Agreement dated as of December 7, 1998 (as amended, restated, renewed, extended or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, the Grantor and the Agent entered into a certain Patent and Trademark Security Agreement dated as December 7, 1998 (the "Agreement") pursuant to which the Grantor granted a security interest in all of its right, title and interest to patents and trademarks and certain other Collateral to the Agent, for itself and the ratable benefit of the Lenders;

NOW, THEREFORE, the Agent hereby agrees as follows:

1. All capitalized terms used in this Termination (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The Agent expressly terminates its security interest in the Collateral, including without limitation the registered and pending trademarks listed on Exhibit A hereto, which security interest was evidenced by the recordation of the Agreement with the United States Patent and Trademark Office on February 1, 1999 as to trademarks in Reel/Frame 1849/0266.
3. The Agreement is terminated as of the date hereof.

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association), as Agent

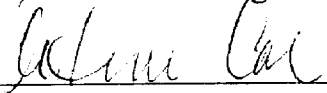
By: 
Name: CHRISTINE CORDI
Title: Vice President

EXHIBIT A
to Termination of Patent and Trademark Security Agreement

BAY GROUP INTERNATIONAL, INC.

REGISTERED TRADEMARKS

Patent, Trademark	Reg. No. or Serial No.	Owner
BAYGROUP INTERNATIONAL	1,939,386	Bay Group International, Inc.
THE BAY GROUP	1,963,918	The Bay Group
SITUATIONAL NEGOTIATION SKILLS	1,565,292	The Bay Group
SITUATIONAL NEGOTIATION SKILLS	1,567,706	The Bay Group
CONSTRUCTIVE CONTENTION	1,748,928	The Bay Group
CONSTRUCTIVE CONTENTION and design	1,743,639	The Bay Group
CONSTRUCTIVE CONTENTION	1,729,256	The Bay Group
CONSTRUCTIVE CONTENTION and design	1,729,257	The Bay Group

EXHIBIT A
to Termination of Patent and Trademark Security Agreement

BAY GROUP INTERNATIONAL, INC.

PENDING TRADEMARKS

Patent, Trademark	Reg. No. or Serial No.	Owner
E-MAIL NEGOTIATION COACH (STYLIZED)	75/462393	Bay Group International, Inc.
RESOLVING CONFLICT AND DIFFERENCES	75/462394	Bay Group International, Inc.
MAKING THE CUSTOMER TEAM WORK	75462395	Bay Group International, Inc.
WINNING INSURANCE NEGOTIATIONS	75/4627729	Bay Group International, Inc.
SITUATIONAL	75/462730	Bay Group International, Inc.
NEGOTIATING WITH SUPPLIERS (STYLIZED)	75/462731	Bay Group International, Inc.
MANAGEMENT REINFORCEMENT TOOLKIT	75/462732	Bay Group International, Inc.
SHOOTING STAR	75/462733	Bay Group International, Inc.
FULLY ENGAGED CONSTRUCTIVE CONTENTION EXCESS CONVICTION BECOMES "FIGHT EXCESS COOPERATION "FLIGHT DISENGAGED."	75/462734	The Bay Group
FIND THE HIGHER BUSINESS PURPOSE FOSTER CREATIVE SOLUTIONS MAXIMIZE INFORMATION FLOW MAINTAIN MUTUAL ESTEEM	75/462735	Bay Group International, Inc.
TENSION BREAKTHROUGH: CREATIVE SELF-INTEREST: COMPETITIVE RELATIONSHIP	75/462736	Bay Group International, Inc.

TENSION BREAKTHROUGH: CREATIVE MAKE TRADES MAKE DEMANDS SELF-INTEREST: COMPETITIVE PURPOSE CONDITIONALLY TEST AND SUMMARIZE ASK QUESTIONS RELATIONSHIP: COLLABORATIVE	75/462737	The Bay Group
WINNING IN PRICE NEGOTIATIONS	75/462738	Bay Group International, Inc.
SITUATIONAL SALES NEGOTIATION	75/462739	Bay Group International, Inc.